THE HON'BLE SRI JUSTICE L. NARASIMHA REDDY

WRIT PETITION No. 9066 of 1996

DATED: 20.03.2006

Between:

M.Ramachandraiah Chetty.

... PETITIONER

AND

The Commissioner of Endowments and another.

... RESPONDENTS

ORDER:

The petitioner is a tenant in respect of the premises belonging to Sri Hathiramji Mutt, Tirupati. The tenancy commenced about thirty years ago. Complaining that the respondents have enhanced the rent for the period from 1993 to 1996 by 100%, the petitioner filed this Writ Petition. According to him, the practice has been to enhance the rent by 40%, for every span of three years. It is stated that such a practice is said to be in vogue, as regards the other premises also. The respondents have opposed the application, stating that the petitioner is not regular in payment of rents and that they have got every right to stipulate the rents taking the market demand into account.

Heard the learned counsel for the petitioner and the learned counsel for the respondents.

The Writ Petition was filed way back in the year 1996. While admitting the Writ Petition, this Court passed an interim order on 26.04.1996 directing that the petitioner shall be continued to remain in possession of the premises, subject to his payment of rents with 100% enhancement over the previous rents. For all practical purposes, the petitioner had the advantage of stagnation of the rents for a period of ten years. In a way, it can be said that the petitioner got a greater relief than what he sought for in the writ petition.

It is represented by the learned counsel for the respondents that the petitioner committed default in payment of rents for the period, during which the writ petition was pending.

For the foregoing reasons, the Writ Petition is disposed of, directing that;

a. The petitioner shall be under obligation to clear the entire arrears within one (1) month from today.

b. It shall be open to the respondents to stipulate the rent for future, commencing from 01.05.2006, after negotiating with the petitioner, provided that he clears the arrears before such negotiations; and

c. In case, the negotiation does not fructify, the 2nd respondent shall be entitled to lease the property, to third parties, after inviting tenders or bids, and the petitioner shall be under obligation to vacate the same, in case, it is allotted to third parties.

There shall be no order as to costs.

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20.03.2006

Jsu